



IDAHO TRANSPORTATION DEPARTMENT

INVITATION TO BID

ITB C0000218

Roto Mill and Paving Project for District 3

August 27, 2014

ALL sealed bids must be received by 5:00 PM Mountain Time on September 11, 2014. Sealed bids will be opened at 10:30 AM Mountain Time on September 12, 2014 at Business and Support Management, Purchasing Unit, located at 3311 West State Street, Boise ID 83703.

Public Works Licensing IS Required

This solicitation is issued by the Idaho Transportation Department's Business and Support Management (BSM) - Purchasing Unit. The BSM – Purchasing Unit Kirk Anderson is the only contact for this solicitation. **All questions must be submitted, in writing (fax or email), no later than September 8, 2014 at 5:00 PM Mountain Time. Submit questions to:**

Kirk Anderson, Buyer
Email: kirk.anderson@itd.idaho.gov
Fax: 208-287-3865

For clarification of bidding requirements, contact Kirk Anderson at (208) 334-8084.

For bid updates, addendums, & bid results go to:
<http://itd.idaho.gov> "Doing Business with ITD", "ITD Goods and Services"

Bids must be returned in a sealed envelope clearly marked and addressed as shown below:

ATTENTION: BUSINESS & SUPPORT MANAGEMENT – PURCHASING

Bidder: *[name of company submitting the bid]*

Sealed Bid For: *[title of solicitation]*

Bid Number: *[the requisition number on cover page]*

Closes: *[Bid closing date]*

Mailing Address

Idaho Transportation Department
Business & Support Management - Purchasing Unit
3311 W. State St. (P.O. Box 7129)
Boise, ID 83703 (83707-1129)

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1. GENERAL INFORMATION

1.1 PURPOSE

The purpose of this Invitation to Bid (ITB) is to solicit sealed Bids to establish a contract between the Idaho Transportation Department (ITD) and a Contractor for Roto Mill and paving of three (3) highway projects located within District 3, subject to the terms and conditions contained herein.

1.2 CONTRACT TERM

The term of this resulting contract shall commence upon five (5) days after ITD's notice to proceed and shall be complete no later than October 31, 2014.

1.3 CONTRACT AWARD

Contract award will be "All or None" to the lowest responsive, responsible Bidder, based on the "Total Bid Amount" on the Bid Schedule (**Appendix B**).

1.4 METHOD OF MEASUREMENT

ITD will measure the quantities of contract pay items using the units of measure (UM) specified on the Bid Schedule (**Appendix B**).

1.5 BASIS OF PAYMENT

ITD will pay the Contractor lump sum after accepted quantities of contract based on the total amount on the Bid Schedule (**Appendix B**).

1.6 PROJECT LOCATIONS

This project consists of three locations as provided below:

US20/26 and CAN-ADA MP 32.3 115'x44', approximately 5100 sq. ft milling, approximately asphalt 76 tons

SH55 and MP 52.8 108' X 40', approximately 4400 sq.ft milling, approximately asphalt 65 tons

SH44 and MP 16.86 100' X 72', approximately 7200 sq.ft milling, approximately asphalt 107 tons

1.7 POINT(S) OF CONTACT

Administrator for this solicitation and its resulting contract is:

Kirk Anderson, Buyer

Idaho Transportation Department

Email: kirk.anderson@itd.idaho.gov

Phone: 208-334-8084

The Project Manager will be the Contractor's point of contact for project specific coordination requirements.

Richard Peryer

Phone: 334.8361

Cell: 830.3624

Richard.peryer@itd.idaho.gov

2. SCOPE OF WORK

2.1 SUMMARY OF WORK

The scope of work includes but is not limited to furnishing all fuel, labor, and equipment and shall be conducted in accordance with the specifications contained herein.

Equipment needed:

Roto mill with operator

Paver with one (1) operator, and two (2) screed operator's

Roller operator one (1) with (roller shall have vibrating capability)

Specification:

Roto mill asphalt depth 0.2 ft and inlay patch

Lanes going one way mill and pave

Switch and mill and pave other section

Timeline:

Ability to start work by mid-September

Project to be completed by October 31, 2014

Terms and Conditions:

24 hour notice to be given by both parties for any delay

Materials provided by ITD:

ITD to provide asphalt ½" SP3

ITD will provide traffic control, raking, tack oil and trucks to haul the asphalt

2.2 WORKSITE CLEANUP

Contractor shall keep work areas free of waste materials. Upon completion of work, all waste, tools, supplies, and material shall be removed from ITD's premises.

2.3 WORK NOT NOTED, DETAILED OR SPECIFIED

All work required for complete installation or assembly shall be included in the Contractor's Bid. Where minor portions of required work are not noted, detailed, or specified, such work shall be done in accordance with proven construction practice or accepted industry standards at no additional cost to the owner. The Contractor shall be held responsible for verification of existing job conditions prior to Bid. No additional cost shall be awarded to the successful Contractor (or their subcontractors) after Bids have been submitted and contracts awarded for failure to verify existing field conditions. Discrepancies

or questions arising between actual field conditions and contract documents shall be made in writing and faxed to the number stated in the Bid document.

3. BID GUIDELINES

3.1 INFORMATION GIVEN PRIOR TO AWARD

Oral explanations, instructions and interpretations given to Bidders prior to award of contract will not be binding. It is ITD's intent to provide all Bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive Bid. Any information, specifications, plans, data or interpretations which ITD discovers is lacking and may be important to all Bidders, will be furnished to all Bidders in the form of an addendum.

The Bidder will be responsible for monitoring <http://itd.idaho.gov> "Doing Business with ITD", "ITD Goods and Services" for updates or addenda, receipt of which must be acknowledged and submitted with bid response.

3.2 PERFORMANCE

Submission of a Bid by any Contractor will be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, will not relieve them from successfully performing all the work required.

3.3 REQUIREMENTS AND CONDITIONS

Sealed Bids must be received at the time and place stated on the Cover Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No Bid will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

Bidder must submit their Bid on the forms furnished by ITD.

3.4 IRREGULAR BIDS

Bids will be considered non-responsive and will be rejected for any of the following reasons:

1. If the bid form(s) are on a form other than that furnished by ITD or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
3. If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the bid documents are not sealed, when received by ITD.
6. If the bid is submitted in pencil.
7. If Addendums are not signed and returned with the bid documents.

8. If the required Public Works License Number(s) is not inserted on the Signature Page (**Appendix F**).
9. Bidder fails to submit the proper Bid Guaranty (see **Section 3.6**).

3.5 DISQUALIFICATION OF BIDDERS

Any of the following reasons may be considered as being sufficient for the disqualification of a Bidder and the rejection of their bid:

1. A Bidder submits multiple bids for the same project, under the same or different name.
2. Evidence of collusion among Bidders. Participants in such collusion shall receive no recognition as Bidders for any future work of the State until any such participant shall have been reinstated as a qualified Bidder.
3. Bidder, or its principals or affiliates, is disbarred, suspended, or ineligible from federal contracting; see Idaho Code § 67-5730 (2) (f).

3.6 BID GUARANTY

No bid will be considered unless accompanied by a 5% Bid Bond of the character and in an amount not less than the amount indicated on the bid, to be forfeited if the Bidder, upon acceptance of bid, fails or refuses to enter into a contract within fifteen (15) days after the presentation of the contract by ITD for execution and to furnish the required bond.

Bid Bonds must be submitted on the most current version of The American Institute of Architects (AIA) Document 310, signed by the Bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the Bid Bond.

Guarantees submitted via any other obligation will NOT be considered and the bid will be rejected.

Please note: Bonding Surety must be registered and licensed with the Idaho Department of Insurance at the time of bid closing. Bid Guaranty will not be accepted if Surety is not registered and licensed in Idaho, and bid will be deemed non-responsive and rejected.

3.7 RETURN OF BID GUARANTY

Bid guaranties, except those of the two lowest responsive, responsible Bidders, will be returned immediately following the opening and checking of the bids. The retained Bid Guaranty of the unsuccessful of the two lowest responsive, responsible Bidders will be returned within 10 days following the award of contract and that of the successful Bidder shall be returned after satisfactory Surety bonds have been furnished and the contract has been executed.

3.8 SURETY BOND REQUIREMENTS

The lowest responsive, responsible Bidder shall furnish a performance bond and a payment bond each in the amount of the contract.

Performance and Payment Bonds must be submitted on the most current version of The American Institute of Architects (AIA) Document 312, signed by the Bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the Bid Bond.

Guarantees submitted via any other obligation shall NOT be accepted.

Please note: Bonding Surety must be registered and licensed with the Idaho Department of Insurance. Performance and Payment bonds shall not be accepted if Surety is not registered and licensed in Idaho, and contract shall not be executed by ITD. If Contractor fails to file acceptable bonds within 15 calendar days after the contract has been received by the Bidder, this failure may be deemed just cause for the cancellation of the award of contract and the forfeiture of the proposal guaranty which shall become the property of the State, not as a penalty, but in liquidation of damages sustained.

3.9 CONSIDERATIONS OF BID

After the bids are opened and read, they shall be compared on the basis of the summation of the products of the approximate quantities shown in the Bid Schedule by the unit bid prices. The results of such comparisons will be available <http://itd.idaho.gov> 'Doing Business with ITD', 'Bid and Contract Information', 'ITD Goods and Services'. The right is reserved to reject any or all bids, to waive technicalities, to advertise for new bids, or to proceed to do the work otherwise, if, in the judgment of ITD, it is in the best interest of the State.

3.10 BIDDER CHALLENGE TO DEPARTMENT DETERMINATION

A Bidder who did not submit the lowest responsible bid, as determined by ITD, may within five (5) calendar days of bid opening, file a written application to challenge ITD's determination of the lowest responsible Bidder and apply to ITD's Chief Engineer for the appointment of a hearing officer to hold a contest case hearing. The application shall set forth in specific terms the reasons why ITD's decision is thought to be erroneous.

3.11 EXECUTION/AWARD OF THE CONTRACT

The award of contract, if it is awarded, will be made within 15 calendar days after the Intent to Award Notice letter has been mailed to the lowest responsive, responsible Bidder whose bid complies with all requirements prescribed. However, the award may be deferred beyond 15 calendar days by mutual written agreement between ITD and the lowest responsive, responsible Bidder.

The contract shall be signed by the lowest responsive, responsible Bidder and returned within 15 calendar days after the Bidder has received the contract. If the contract is not executed by the State within 15 calendar days following receipt from the Bidder of the signed contracts, the Bidder will have

the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

3.12 FAILURE TO EXECUTE CONTRACT

If the Bidder fails to perform any of the following within 15 calendar days after receipt of the contract, ITD may cancel the award of the contract and retain the Bid Guaranty as liquidation of damage:

1. Execute the contract
2. File the contract bonds

ITD may award the contract to the next lowest responsible Bidder, advertise for new bids, or proceed to do the work otherwise.

3.13 AUTHORITY/NOTICE TO PROCEED

The notice to proceed will be given after the required submittals specified in the specifications are received, approved, and returned to the Contractor and construction and material delivery schedules are established between the Contractor and Project Manager.

4. TERMS AND CONDITIONS

4.1 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

The *2012 ITD Standard Specification for Highway Construction*, the most current Supplemental Specifications (January 2013), the most current Quality Assurance Manual, and the QA Special Provisions are incorporated by reference where applicable to this contract. The *2012 ITD Standard Specification for Highway Construction* is available to the Contractor for \$30.00 plus tax. Contact ITD at 334-8430 to purchase, or visit: <http://itd.idaho.gov/manuals/ManualsOnline.htm>, to download both the *2012 ITD Standard Specification for Highway Construction*, and the Quality Assurance Manual.

Unless otherwise modified by this Invitation to Bid, the contract and work for the project shall be administered in accordance with the *2012 ITD Standard Specification for Highway Construction*. The most current version of ITD's Supplemental Specifications to the 2012 Standard Specifications shall also apply.

The Contractor shall comply with all applicable provisions of the *2012 ITD Standard Specification for Highway Construction*, Supplemental Specifications, the Quality Assurance Manual, and the Standard Drawings.

4.2 LICENSING OF CONTRACTORS

The Contractors and any subcontractors must possess the appropriate **public works** contractor license in accordance with Title 54, Chapter 19, Idaho Code, as amended.

The Contractor, and any subcontractors required to be listed in the bid proposal must possess the license by the date and time of bid submission.

4.3 SUBLETTING/SUBCONTRACTING

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion of the contract, or the right, title, or interest in the contract without the ITD District Engineer's written consent. If the Engineer consents to subletting a portion of the work, the Contractor shall use its own organization to perform work amounting to at least 30 percent of the original contract amount.

4.4 RETENTION OF RECORDS

The Contractor will be required to maintain accounting records and other evidence pertaining to the costs incurred and to make the records available at their office at all reasonable times. Records must be retained a minimum of three (3) years after project and contract completion.

4.5 LIQUIDATED DAMAGES

The amount for Liquidated Damages for failure to complete the work within 90 calendar days from Notice to Proceed will be \$200.00 per day.

4.6 PERMITS

Unless otherwise required by the contract, the Contractor is responsible for any of the following that are necessary to perform the work:

1. Obtaining and complying with permits and licenses.
2. Paying charges, fees, and taxes.
3. Providing the necessary notices

4.7 CODES

Contractor, including subcontractors, shall submit their estimate in accordance with plans and specifications. If plans and specifications do not comply with any codes having jurisdiction in that particular place or construction, Contractor shall submit alternate price on any changes necessary to comply with such codes. If such alternates are not stated in estimate, it shall be assumed that Contractor's base estimate includes, to the best of their knowledge and experience, all work necessary to comply with such codes.

4.8 CLAIMS FOR ADJUSTMENT AND DISPUTES

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the District Engineer, in writing of their intent to file a claim. If such notification is not given, then the Contractor will thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The District Engineer will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the District Engineer's letter, the Contractor submits an appeal in writing to the Contract Administrator. All pertinent information, references, arguments and data to support the claim shall be included. The Contract Administrator will review the claim and the Contractor will be notified by in writing. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final

decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

4.9 FORCE MAJEURE

Neither party will be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify ITD promptly in writing of any cause for delay and ITD concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance will be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor's finances will not be a Force Majeure.

4.10 COMPLIANCE

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor shall have 72 hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in **Sections 4.12** and **4.13**.

If the District Engineer is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractors violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

4.11 DEFAULT AND TERMINATION OF CONTRACT

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, ITD, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as ITD sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess will be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety will pay the difference to ITD.

4.12 TERMINATION FOR CONVENIENCE OF THE STATE

The performance of work under this contract may be terminated by ITD in accordance with this subsection in whole, or from time to time in part, whenever it shall be determined that such termination is in the best interest of the State. Any such termination will be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

4.13 APPROPRIATION BY LEGISLATURE REQUIRED

The State is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations.

4.14 INDEMNIFICATION

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

4.15 SAVEHARMLESS

The Contractor shall exonerate, indemnify, and hold ITD harmless from and against and assume full responsibility for payment of all federal, State and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation, and income tax laws with respect to the Contractor or the Contractor's employees engaged in the performance of this Agreement.

The Contractor shall maintain Worker's Compensation Insurance as required by Idaho Code and shall provide to ITD a certificate of Idaho Worker's Compensation Insurance issued by a surety licensed to write Idaho Worker's Compensation in the State of Idaho, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Idaho Industrial Commission. Failure to provide a Certificate of Workman's Compensation Insurance may result in a price adjustment to cover any cost to ITD of providing the necessary workman's compensation insurance. ITD shall not assume liability as an employer.

The Contractor shall protect, indemnify, and save ITD harmless from and against any damage, cost, or liability including reasonable attorney's fees for any or all injuries to persons, property or claims for damages arising from any acts or omissions of the Contractor, its employees, or subcontractors.

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of ITD be in any way personally liable or responsible for any covenant or agreement herein

contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

4.16 ALCOHOL AND DRUG-FREE WORKPLACE

Along with its bid, the Bidder shall submit an affidavit certifying compliance with Title 72, Chapter 17, Idaho Code, requiring the Contractor and its subcontractors at the time of bid to provide a drug-free workplace program and to maintain such program throughout the duration of the Contract. (see **Appendix C**)

4.17 ILLEGAL ALIENS

Contractor warrants that any contract resulting from this Solicitation is subject to Executive Order 2009-10 http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract. (see **Appendix D**)

4.18 ITD POLICY COMPLIANCE

The following ITD policies apply to this contract when the Contractor is performing work at an ITD facility or when using ITD equipment or other property. These policies shall remain in force for the duration of the contract:

A-18-10	Harassment in the Workplace policy
A-18-12	Alcohol and Drug-free Workplace policy
A-22-02	Computer, E-Mail, and Internet Usage policy
A-23-03	Workplace Violence Policy

These policies are provided as **Appendix A**, and are incorporated in this agreement. It is the Contractor's responsibility to read, understand and comply with these policies; 100% compliance is mandatory. Furthermore, Contractor is responsible for ensuring that all their employees and subcontractors adhere to these policies. ITD reserves the right to remove from its premises, at any time, any Contractor or his/her employee or subcontractor that fails to follow these policies. ITD also reserves the right to remove its property, at any time, from any Contractor or his/her employee or subcontractor that fails to follow these policies.

All Contractor's employees and subcontractors are required to wear identification badges at all times while on the ITD's premises. The Contractor and its employees or subcontractors are not employees of ITD, but ITD retains the right to control its own work place and the use of its property.

4.19 INSURANCE REQUIREMENTS

Contractor shall obtain and maintain insurance at its own expense as required herein for the duration of the agreement, and comply with all limits, terms and conditions stipulated. Policies shall provide, or be endorsed to provide, all required coverage. The Contractor shall provide certificates of insurance or certified endorsements as applicable for the insurance required. The Contractor shall not commence work under this Agreement until satisfactory evidence of all required insurance is provided to the State. All insurance, except for Workers Compensation, and Professional Liability/Errors and Omissions shall be endorsed to name the State of Idaho and ITD as Additional Insured. A certified copy of the endorsement, or complete policy containing the endorsement, shall be provided to the State prior to the commencement of work.

All insurance shall be with insurers rated A-, VII, or better in the latest Bests Rating Guide, and be in good standing and authorized to transact business in Idaho. The coverage provided by such policies shall be primary. Policies may contain deductibles, but such deductibles shall not be deducted from any damages due the State.

If any of the liability insurance required for this agreement is arranged on a "claims-made" basis, "tail coverage" shall be required at the completion or termination of this agreement for a duration of twenty-four (24) months thereafter. Continuous "claims-made" coverage shall be acceptable in lieu of "tail-coverage" provided the retroactive date is on or before the effective date of this agreement, or twenty-four-months "prior acts" coverage is provided. Contractor shall be responsible for furnishing certification of "tail coverage" or continuous "claims-made" coverage.

By requiring insurance herein, the State does not represent that coverage and limits shall necessarily be adequate to protect the Contractor, and such coverage and limits shall not be deemed as a limitation on the Contractor's liability under the indemnities granted to the State.

Contractor shall maintain insurance in amounts not less than the following:

L Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this contract.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form; providing equivalent coverage) and shall cover liability arising from premises, operations, independent Contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2 Business Automobile and Umbrella Liability Insurance

Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

3 Workers Compensation Insurance and Employer's Liability

Worker's Compensation. The Contractor and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the Contractor and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The Contractor must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho Workers' Compensation Insurance in the State of Idaho, as evidence that the Contractor has in effect a current Idaho Workers' Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.

Employer's Liability: This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.

Additional Requirements:

State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, ITD and its division, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under this Contract.

Notice of Cancellation or Change: The Contractor shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without thirty (30) days prior written notice from the Contractor or its insurer to ITD. Contractor shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, ITD, and its divisions, officers and employees.

APPENDIX A – ITD POLICY COMPLIANCE

HARASSMENT IN THE WORKPLACE ADMINISTRATIVE POLICY A-18-10

It is the policy of the Idaho Transportation Department (ITD) that all employees have the right to work in an environment free from harassment based on race, color, gender, sexual orientation, religion, national origin, age, disability, veteran status, marital status, or political or religious opinions or affiliations. All ITD employees also have the right to be free from retaliation for engaging in protected activities or expressing opposition to prohibited discrimination. The Department prohibits any form of harassment of its employees, and will take immediate and appropriate action to prevent and to correct behaviors that

violate this policy. All employees are expected to work together cooperatively and to treat their co-workers with courtesy, respect, and dignity. These prohibitions against any form of harassment of ITD employees extend to third parties, including contractors, vendors and customers.

All harassment complaints, regardless of where reported or from whom, shall immediately be forwarded to a supervisor or manager who can take steps to involve the appropriate staff in resolving the matter.

All internal ITD complaints are investigated by Human Resource Services. Complaints of harassment by third parties, such as vendors, contractors, or customers are external complaints under Title VI. Complaints of this nature shall be forwarded to the EEO Manager, External Programs, for assistance.

Harassment

Harassment is a form of unlawful discrimination and is specifically prohibited by this policy. Harassment is defined for purposes of this policy as:

- Any conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, gender, sexual orientation, religion, national origin, age or disability, veterans status, marital status, or political or religious opinions or affiliations, or that of his or her relatives, friends, or associates; or
- Has the purpose or effect of creating an intimidating, hostile or offensive work environment; or
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Otherwise adversely affects an individual's employment opportunities.

Sexual Harassment

Sexual harassment, a specific form of harassment, is also prohibited and for purposes of this policy is defined as:

Unwelcome sexual advances, unwelcome requests for sexual favors, or other verbal or physical conduct of a sexual nature, whether welcome or not, when:

- Submission to the advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or

- Submission to, or rejection of such conduct by an individual is used as the basis for employment decisions; or
- The conduct of a sexual nature has the potential to unreasonably interfere with an individual's work performance or to create an intimidating, hostile, or offensive work environment.

Sexual harassment usually involves members of the opposite sex; however, it also includes "same-sex harassment" (i.e. males sexually harassing males and females sexually harassing females because of the gender of the subject of the harassment).

Sexual harassment may take many different forms and includes by way of example, but is not limited to, the following:

- Verbal: Sexual innuendoes; sexually suggestive comments; sexual jokes; personally abusive remarks of a sexual nature; sexual propositions; threats; persistent and unwelcome requests for social contact; unwelcome requests for sexual favors; obscene letters, phone calls or e-mails; offering or implying a reward or threat concerning work assignments, performance reviews, discipline, promotions, or other terms or conditions of employment in exchange for sexual favors.
- Non-Verbal: Display or distribution of sexually suggestive material, objects or pictures; sexually graphic commentaries; suggestive or insulting sounds, leering, or whistling; obscene gestures, motions or movements.
- Physical: Any unwelcome physical contact, including touching, pinching or brushing the body; blocking the movements of another; coerced sexual intercourse; assault or battery.

Retaliation

Retaliation by supervisors or retaliatory harassment by co-workers against any employee who has filed a complaint, testified, assisted or participated in any manner in an investigation or proceeding, or against any employee who opposes harassing or discriminatory behavior, or who exercises, claims or asserts a protected right is strictly prohibited.

Retaliation is defined for purposes of this policy as taking adverse employment action against an employee because of the employee's protected activity which is otherwise unrelated to the employee's ability to perform his or her job.

- Protected activity includes: opposition to a reasonably perceived or actual unlawful act or practice; participation in a proceeding involving a claimed unlawful act or practice by filing a charge, testifying, or assisting or participating in an investigation, proceeding or hearing; exercising, claiming or asserting a protected right; requesting a reasonable accommodation; or seeking a benefit.
- An adverse employment action may include, but is not limited to, termination, suspension, transfer, reassignment, disciplinary action, or any other employment action that causes a serious detriment to the employee's employment status. Unchecked retaliatory harassment by co-workers may also be considered an adverse employment action.

Retaliatory harassment by co-workers is defined for purposes of this policy as any conduct by a person not in a position to take direct adverse employment action against an employee who has engaged in a

protected activity. Retaliatory harassment denigrates or shows hostility or aversion toward the individual because he or she has engaged in the protected activity; or has the purpose or effect of creating an intimidating, hostile or offensive work environment; or has the purpose or effect of unreasonably interfering with an individual's work performance.

Retaliation and retaliatory harassment are considered as serious as prohibited harassment and will result in appropriate corrective action, up to and including dismissal. ITD is committed to maintaining an environment where individuals feel free to report any unlawful harassment or discrimination, and will vigorously enforce this policy and take appropriate action against those who engage in any form of retaliatory conduct.

Complaint Procedure

Employees have the responsibility to bring any form of discrimination, harassment or retaliation to the attention of the Department immediately. Employees who believe they are being subjected to discrimination should notify their supervisor, anyone in management, the Human Resource Services Manager, or EEO Internal Resource Specialist. A 24-hour, toll-free reporting number (1-877-888-6250) is also available for reporting harassment or discrimination. A hotline placard displaying the toll-free number is permanently posted in central locations throughout the Department.

Individuals may also file complaints within the time frames listed (which usually run from the last date of the alleged incident or occurrence) as follows:

Federal Highway Administration (FHWA)	180 Days
US Department of Transportation (USDOT)	180 Days
US Department of Justice (USDOJ)	180 Days
Equal Employment Opportunity Commission (EEOC)	300 Days
Idaho Human Rights Commission (IHRC)	365 Days

ITD does not have a specific time frame for reporting incidents of harassment and retains the right to take action against any individual found to have engaged in harassing or discriminatory behavior, regardless of the time period between when the act occurred and when it was reported. However, employees are strongly encouraged to bring any incidents of discrimination or harassment to the attention of the Department as soon as possible after any such conduct occurs.

Investigations

Harassment complaints shall be forwarded immediately to the Human Resource Services Manager for review. All allegations of harassment will be taken seriously and investigated in a timely manner. Confidentiality shall be maintained to the greatest extent possible. The EEO Internal Resource Specialist or other qualified investigator will gather all relevant information in a fair and impartial manner and will submit a report of findings to the Chief Legal Counsel.

Any employee who provides false information during an investigation will be subject to appropriate corrective action. Employees will also be subject to corrective action for filing frivolous and/or false claims of harassment, discrimination, or retaliation.

Corrective Action

If an investigation reveals that a violation of policy has occurred, appropriate corrective action will be

taken. Corrective action shall be designed to stop the behavior immediately, prevent reoccurrence of the violation, and will be proportional to the severity and frequency of the offense.

- For employees of ITD, the corrective action could include, but is not limited to, an oral or written warning, training or counseling, reaffirmation of this policy, transfer or reassignment, demotion, reduction of wages, suspension or dismissal.
- For non-employees of ITD, including contractors, vendors, and customers, the corrective action could include, but is not limited to, notification of employer, reassignment, termination of contract, removal from ITD premises, or limitations imposed on access to ITD employees or premises.

Supervisors and Managers

Supervisors and managers shall be evaluated and held accountable on their performance reviews for their conduct, responsibilities, and adherence to this policy. They are responsible for modeling respectful behavior through their words and actions and are expected to:

- Take appropriate steps to ensure that all department employees are aware of and trained on this policy and that the procedures in this policy are followed.
- Pursue preventative measures to ensure a supportive, harassment-free work atmosphere.
- Notify the Human Resource Services Office immediately of all complaints concerning
 - discrimination, including harassment, sexual harassment and/or retaliation in the workplace.
- Prevent and reduce harassing behavior by taking appropriate corrective action in consultation with
 - Human Resource Services.
 - Ensure that retaliatory behavior is not allowed.

Policy Distribution

The Harassment in the Workplace policy shall be re-issued to every department employee each time it is updated and during the orientation of new employees. Employees will be given an opportunity to read the policy and ask questions. All employees shall be required to sign an acknowledgment form indicating that they have read and understand the Harassment in the Workplace policy, and have had

the opportunity to ask any questions concerning workplace harassment or the consequences should they fail to comply. Appropriate training will be made available to ensure that all employees understand their rights and responsibilities under this policy.

Signed
L. Scott Stokes, P.E.
Acting Director

Date: October 09, 2009

This policy based on:

- Title VII, Civil Rights Act of 1964
- Title 67, Chapter 59, Idaho Code
- EEOC Guidelines
- B-18-10, HARASSMENT IN THE WORKPLACE
- Governor's Executive Order No. 2004-05
- Decision by the Director

Department-wide supervision and coordination assigned to:

• EEO Manager (External ITD programs); Human Resource Services Manager (Internal ITD employees) Direction for activity and results delegated to:

- Division Administrators, District Engineers, Section Managers, Supervisors, the Equal Employment Opportunity Manager, the Human Resource Services Manager, and all employees

Department procedures contained in:

- Human Resource Services Manual, Internal EEO Complaints
- EEO Intranet Website, External EEO Complaints

Former dates of A-18-10:

11/13/86, 11/2/87, 4/13/89, 1/18/95, 11/22/99, 5/22/02, 9/15/03, and 5/12/08

Cross-reference to related Administrative Policies:

- A-18-07, CODE OF FAIR EMPLOYMENT PRACTICES
- A-18-09, EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION
- A-23-03, WORKPLACE VIOLENCE

ALCOHOL AND DRUG-FREE WORKPLACE ADMINISTRATIVE POLICY A-18-12

The federal Drug-Free Workplace Act of 1988 requires the Idaho Transportation Department to annually certify to the Federal Highway Administration that the Department and its federal grantees maintain an alcohol and drug-free workplace. Alcohol or other drug misuse in the workplace causes detrimental effects on any organization and the employees. Alcohol or drug misuse impacts morale, lowers productivity and increases health care costs. The use of alcohol or drugs becomes a matter of concern to the Department when the employee's use interferes with job performance, conduct, attendance, or safety of state employees or others. The Idaho Transportation Department is committed to maintaining a work environment that is free from alcohol and drug misuse.

Department employees are subject to the following:

- The consumption of alcohol and/or drugs on the job is strictly prohibited. Employees may not work when their performance is affected by the use of, or if they are under the influence

of, alcohol and/or drugs.

- The unlawful manufacture, distribution, dispensing, possession or misuse of alcohol or drugs is prohibited in the Idaho Transportation Department workplace. The workplace is defined as any building, property, vehicle, or equipment owned, leased, or otherwise used to conduct Department business.
- Based on “reasonable suspicion” evidence, as defined in the Human Resources Policy and Procedures Manual, **any** employee who is suspected of being under the influence of alcohol and/ or drugs while performing job-related duties for the Department may be asked to submit to a drug and alcohol test.

Employees who violate the alcohol and drug prohibitions outlined in the Human Resources Policy and Procedures Manual or refuse to submit to a requested drug and/or alcohol test shall be subject to disciplinary action in accordance with the Human Resources Policy and Procedure Manual.

The Human Resource Services office shall sponsor and/or conduct alcohol and drug awareness training for Department employees and provide information concerning counseling, rehabilitation and employee assistance programs.

In accordance with Code of Federal Regulations, Title 49, Parts 40 and 382, a program of alcohol and drug testing shall be required for employees who operate vehicles requiring a Commercial Driver’s License (CDL) and will include “safety sensitive” positions such as ITD pilots, mechanics, avalanche teams and incident response vehicle drivers, etc.

Employees covered under the drug and alcohol testing program are subject to the following:

- The use of any controlled substances, unless prescribed for that employee by a person licensed to practice medicine, is prohibited. Prior to operating ITD owned or leased motor vehicles or other motorized equipment, employees shall inform their immediate supervisor if they are taking prescribed drugs or other therapeutic drugs that may impair their ability to operate the vehicle or equipment. CDL employees shall have form ITD 1030, *Physician’s Medication Release to Operate a Commercial Motor Vehicle* completed by the CDL employee’s prescribing physician and returned to the supervisor. This form shall be sent to the Human Resource Services office to be placed in the confidential Qualified Driver’s file.
- Any employee arrested, charged and/or convicted for committing a felony violation of a criminal alcohol or drug statute shall immediately notify their chain of command and the Chief Human Resource Officer. The employee may be placed on suspension without pay in accordance with Division of Human Resources Rule 190.04 *Suspension on Felony Charges* (IDAPA 15.04.01.190). If the employee is convicted, ITD shall consider the conviction’s impact on the employee’s ability to perform their job duties and take appropriate disciplinary action, up to and including dismissal.

Regardless of the infraction, the employee’s privacy rights shall be maintained at all times. Information about a violation shall **not** be shared with co-workers or peers.

A summary of violations of the Alcohol and Drug-Free Workplace policy shall be reported by each division administrator and district engineer to the Chief Human Resource Officer on the first of January, March, July and October. The Chief Human Resource Officer shall compile all violations and report to the Director. Each quarter, the Director shall report to the Idaho Personnel Commission the violations and the corrective actions taken.

The Director shall submit, each August, the annual Idaho Transportation Department Alcohol and Drug-Free Workplace report and certification to the Federal Highway Administration.

Signed
Brian W. Ness
Director

Date: February 21, 2013

This policy based on:

- Title 41, Sections 701 and 702, United States Code, The Drug-Free Workplace Act of 1988
- Title 34, Part 85, Subpart F and Title 49, Part 40 and 382, Code of Federal Regulations
- Americans with Disabilities Act of 1990
- Decision by the Director

Department-wide supervision and coordination assigned to:

- Chief Human Resources Officer/Division of Human Resources

Direction for activity and results delegated to:

- Division Administrators, District Engineers, Section Managers, and the Chief Human Resources Officer

Department procedures contained in:

- This policy
- Human Resource Policy and Procedure Manual, 5.2, Alcohol and Drug-Free Workplace Considerations

Former Dates of A-18-12:

4/18/91, 5/16/94, 2/14/96, 2/28/03, 3/31/08, and 12/20/12

Cross-reference to related Administrative Policies:

- A-01-05, INTERNAL REVIEW
- A-06-05, OPERATING AND SERVICING STATE-OWNED VEHICLES
- A-18-02, PERSONNEL ACTIONS
- A-18-06, EMPLOYEE EDUCATION AND TRAINING
- A-23-02, MEDICAL TESTING FOR EMPLOYMENT

COMPUTER, E-MAIL, AND INTERNET USAGE ADMINISTRATIVE POLICY A-22-02

This policy is intended to help staff and contractors employed by ITD understand the department's expectations regarding the use of computers, computer applications, electronic messaging, and the Internet. All staff, including contractors and interns, are subject to this policy.

Privacy

The Department reserves the right to review employee, contractor, and interns' use of electronic files, the Internet, and electronic messages at any time and for any reason. Employees, contractors, and interns should be aware that personal privacy is not guaranteed and that the Department may monitor all such usage. Any unauthorized or inappropriate use discovered during such monitoring activities shall be formally reported to management and the Human Resource Services Manager for determination of appropriate action.

All electronic files, including e-mail messages, are generally retrievable even after they have been deleted. These items are discoverable as “public records” under the Idaho Public Records Law, Idaho Code, sections 9-337 through 9-348, unless specifically exempted from discovery. Therefore, electronic files are subject to inspection and copying by any member of the public.

Responsibilities

All staff, contractors, and interns shall comply with the following Information Technology Resource Management Council (ITRMC) policies at all times, without exception.

- P1040, Employee Electronic Mail and Messaging Use
- P1050, Employee Internet Use
- P1060, Employee Personal Computer Use

Hardcopies of these policies shall be signed for with the policy acknowledgment form by staff, contractors, and interns on the first day of employment. Supervisors are responsible for reviewing these policies with all employees, and providing copies of the signed acknowledgment form to Human Resource Services. Electronic copies of these policies can be found at: <http://itrmc.idaho.gov/resources.html#policies>.

- **Employees:** An employee who observes or receives something inappropriate or offensive should report any incident to a supervisor immediately.

The Department insists that employees, contractors, and its agents conduct themselves appropriately when using State owned equipment, while utilizing the Internet, and when sending e-mail and other forms of electronic messages; and that they abide by relevant software licensing agreements and copyright rules.

User identification and passwords must be changed regularly, kept confidential, and comply with applicable State standards and policy.

- **Supervisory and Management Staff:** Supervisors and managers shall ensure that employees understand this policy. If inappropriate use is identified, reported, or suspected, supervisors and managers shall follow the procedures contained in this policy and the Human Resource Services manual, Chapter 13 – Disciplinary Actions.

Disciplinary Actions

Each offense shall be handled on a case-by-case basis. Disciplinary action shall follow the procedures contained in the Human Resource Services manual, Chapter 13 – Disciplinary Actions. Any suspected illegal activity shall be reported to the Division Administrator and Human Resource Services Manager, who shall notify appropriate law enforcement authorities.

Policy Acknowledgment

All employees who have access to Department computer resources shall sign the policy acknowledgment form that certifies that they have read, understood, and shall comply with this policy.

Employees who refuse to sign the acknowledgment form, shall face disciplinary action up to and including dismissal.

Additionally, a copy of this policy and associated ITRMC policies shall be given to all new employees as part of the hiring process. This policy shall be re-distributed to all employees for re-acknowledgment every two years at a minimum.

Signed
Brian W. Ness
Director

Date June 07, 2010

This policy is based on:

- ITRMC Policies P1040, P1050, and P1060
- Statewide Policies on Computer, the Internet and Electronic Mail Usage by State Employees
- Idaho Protection of Public Employees Act (a.k.a. Whistleblowers Act)
- Decision by the Director

Department-wide supervision and coordination assigned to:

- Administrative Services Division Administrator

Direction for activity and results assigned to:

- Employees, Supervisors, the Chief Technology Officer, and the Human Resource Services Manager

Department procedures contained in:

- This policy
- Human Resource Services manual sections on Ethical Conduct, Disciplinary Actions, Conditions of Employment, Misuse of Department Resources, and Due Process Procedures
- New employee hiring packet

Former date of A-22-02:

7/30/79, 3/5/93, 6/10/96, 9/5/00, and 12/11/01

Cross-reference to related Administrative policies:

- A-01-15, RELEASE AND RESTRICTION OF DEPARTMENT RECORDS
- A-06-02, DEPARTMENT CORRESPONDENCE
- A-06-08, SALES ACTIVITIES IN THE WORKPLACE
- A-06-25, RECORDS AND FORMS MANAGEMENT
- A-06-13, DEPARTMENT FACILITIES AND EQUIPMENT
- A-06-16, SECURITY OF DEPARTMENT FACILITIES
- A-18-03, PART-TIME OUTSIDE EMPLOYMENT
- A-18-10, HARASSMENT IN THE WORKPLACE
- A-18-12, ALCOHOL AND DRUG-FREE WORKPLACE
- A-20-01, RELEASE OF DEPARTMENT INFORMATION TO THE MEDIA
- A-22-04, REMOTE ACCESS TO ITD INFORMATION RESOURCES
- A-23-02, WORKPLACE VIOLENCE

WORKPLACE VIOLENCE ADMINISTRATIVE POLICY A-23-03

The Idaho Transportation Department is committed to increasing the safety of its employees while at work by establishing procedures for reporting, investigating, and responding to incidents of

threatened and/or actual violence in the workplace.

Employees who violate any part of this policy may be subject to disciplinary action up to, and including, dismissal.

Prohibited Actions

Workplace violence includes any behavior through communication or physical action that is intended to, or is reasonably expected to threaten, intimidate, or harm another person. These prohibited actions include, but are not limited to:

- Threats of violence, expressed as verbal comments, directly or indirectly expressed in a veiled, or conditional manner to another person(s).
- Threats of violence that may be communicated through any written or pictorial documentation including computer memorandum(s).
- Physical actions such as hitting, pushing, kicking, holding, impeding, physical gestures, or forcibly blocking the movement of another person(s).

Additionally, all employees, or persons associated with the department whose work is supervised by ITD staff or who receive direction concerning work duties that are performed at ITD facilities, are prohibited from carrying or using a firearm or weapon of any kind that is readily capable of lethal use in a department-owned or occupied building and in any department-owned equipment or vehicle. All Peace Officers (including security officers) possessing the duty and power of arrest for violation of the general criminal laws of the state of Idaho are exempt from this policy. Any further exemptions must be authorized in writing by the Director.

Workplace Violence Reporting

For the protection of all employees, the immediate supervisor, or the next higher manager (if the concern is with the immediate supervisor) shall notify the Human Resource Services Manager of any workplace violence incident. Employees shall report to their supervisor workplace violence incidents regardless of the nature of their relationship to the individual who initiated the prohibited behavior. Any person who intentionally makes a false report about workplace violence will be subject to disciplinary action up to, and including, dismissal.

All workplace violence incidents that are reported under this policy will be kept confidential to the extent possible. However, the department shall act appropriately and prudently, based upon the information received and will attempt to insure the physical safety of its employees and others. The department can not guarantee anonymity to the person(s) who reported the incident. The identity of any person(s) involved with the reported incident shall only be disclosed to those who have a legitimate need to know.

The Workplace Violence policy **does not preclude** that any employee may contact law enforcement or emergency personnel, at any time, should the incident/behavior warrant immediate intervention by law enforcement personnel.

In the event an incident requires immediate intervention by law enforcement personnel, any involved

party may immediately contact the appropriate law enforcement agencies. When appropriate, the department will cooperate and assist with any criminal investigation(s) or prosecution(s) that may result from reported workplace violence incidents.

Discrimination, harassment, or retaliation against any person who reports or responds to workplace violence is prohibited. Interference or obstruction with any investigation by a department employee is prohibited.

Workplace Violence Documentation

The Human Resource Manager shall document all reported workplace violence incidents and submit annually to the Director basic, non-confidential statistical information on these incidents, with a copy to the Employee Safety/Risk Management Manager.

Signed Date: 4/14/99 DWIGHT M.

BOWER
Director

This policy based on:

- 18-3302D, and 19-501, Idaho Code
- Governor's Executive Order 96-03, Establish the Capitol Mall as a Weapon-Free Zone
- Decision by the Director

Department-wide supervision and coordination assigned to:

- Deputy Director

Direction for activity and results delegated to:

- Division Administrators, District Engineers, Chief of Administration, Human Resource Services Manager, and the Employee Safety/Risk Management Manager

Department procedures contained in:

- Human Resource Services manual

Former dates of A-23-03:

-0-

Cross-reference to related Administrative Policies:

- A-01-08, POLITICAL ACTIVITIES
- A-07-03, TORT CLAIM ACTION AGAINST EMPLOYEES
- A-18-10, SEXUAL HARASSMENT
- A-18-12, ALCOHOL AND DRUG-FREE WORKPLACE
- A-22-02, COMPUTER USE POLICY
- A-31-04, COMMISSION OF DEPARTMENT EMPLOYEES AS PEACE OFFICERS

APPENDIX B – BID SCHEDULE

Bidder (company name): _____

The bid item shall be filled in completely by the Bidder in the bid schedule, by indicating total dollars and cents under the Total Price. All cost will be included here and will be fully burdened to include but not limited to, fuel, labor, wages, transportation, lodging, overhead, and per-diem.

All of the items shown or noted on the plans or in these specifications, which are not specifically a bid item, are considered incidental items. The cost of furnishing and installing all incidental items will not be paid for separately, but shall be included in the contract unit prices as bid, unless otherwise noted.

ITEM	QTY	RATE PER SQUARE FOOT	DEPTH OF ASPHALT	EXTENDED PRICE
Roto mill with operator (2)	1		16700 Sq. Ft. @ 0.2 ft	\$
Roller, paver machine with operators (4)	1		16700 Sq. Ft. 0.2 ft	\$
			TOTAL PRICE	\$

Standby will be paid under exceptional circumstances and only if approved and deemed appropriate by the Idaho Transportation Department Foreman. Please provide an hourly rate at which standby would be billed\$_____.

THIS APPENDIX MUST BE COMPLETED AND RETURNED WITH RESPONSE

APPENDIX C – AFFIDAVIT: ALCOHOL AND DRUG FREE WORKPLACE

STATE OF _____

COUNTY OF _____

The undersigned being duly sworn upon oath deposes and says that _____
(Contractor Name)

complies with the provisions of Section 72-1717 Idaho Code (Drug Free Workplace program); that

_____ provides a drug-free workplace program that complies with the
(Contractor Name)

provisions of Idaho Code, Title 72, Chapter 17 and will maintain such program throughout the life this

contract and that _____ shall subcontract work only to
(Contractor Name)

subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

Name of Contractor

Address

City and State

By: _____
(Signature)

Subscribed and sworn to before me this _____ day of _____, in the year _____.
Commission expires: _____

NOTARY PUBLIC, residing at

THIS APPENDIX MUST BE COMPLETED AND RETURNED WITH RESPONSE

APPENDIX D – AFFIDAVIT: ILLEGAL ALIENS

STATE OF _____

COUNTY OF _____

The undersigned, being duly sworn upon oath, deposes and says that _____
(Contractor Name)

complies with the provisions of Idaho Executive Order 2009-10 (Establishing a Policy for All State
Agencies Concerning Public Funds); that _____ substantiates that all
(Contractor Name)

employees providing services or involved in any way on projects funded directly by or assisted in whole
or part by state funds or federal stimulus dollars can legally work in the United States and complies with
the provisions of Idaho Executive Order 2009-10 and will maintain such throughout the life of this
contract and that _____ shall subcontract work only to subcontractors
(Contractor Name)

meeting the requirements of Idaho Executive Order 2009-10. Any misrepresentation or any employment
of persons not authorized to work in the United States constitutes a material breach and shall be cause
for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation,
and/or termination of the contract.

Name of Contractor

Address

By: _____
(Signature)

City and State

Subscribed and sworn to before me this _____ day of _____, in the year _____.

Commission expires: _____

NOTARY PUBLIC, residing at

THIS APPENDIX MUST BE COMPLETED AND RETURNED WITH RESPONSE

APPENDIX E – PUBLIC WORKS LICENSE REQUIREMENTS

Bidder (company name): _____

The Contractor must complete this form giving the name, address, and Public Works Contractors License Number for any and all companies who shall, in the event the Contractor secures the contract, complete the plumbing, electrical, or HVAC work under the contract in accordance with Idaho Code Section 67-2310. Failure to complete this form as required may render any such bid submitted by a contractor unresponsive and void.

Companies must possess an appropriate Idaho Public Works Contractors License issued by the State of Idaho Public Works Contractors State License Board covering the contract work classification in which they are named.

The following are the names, addresses, Public Works Contractors license numbers, and contract amounts of the Contractor or Subcontractor(s) who shall do the plumbing, electrical, or HVAC work under the contract.

Note: Idaho Code Section 67-2310 also states "No general contractor shall name any subcontractor in his bid unless the general contractor has received communication from the subcontractor."

A. **Plumbing work by:** _____ residing at:
_____, whose Idaho Public Works Contractors License No. is: _____,

whose State Plumbing Bureau License No. is: _____. Amount: \$ _____

B. **Electrical work by:** _____ residing at:
_____, whose Idaho Public Works Contractors License No. is: _____,

whose State Electrical Bureau License No. is: _____. Amount: \$ _____

C. **HVAC work by:** _____ residing at:
_____, whose Idaho Public Works Contractors License No. is: _____,

whose HVAC License No. is: _____. Amount: \$ _____

THIS APPENDIX MUST BE COMPLETED AND RETURNED WITH RESPONSE IF SUBCONTRACTING

APPENDIX F – SIGNATURE PAGE



Idaho Transportation Department

Business & Support Management

3311 West State Street (83703)

PO Box 7129

Boise, ID 83707-1129

SIGNATURE PAGE for Use with a Submitted Invitation to Bid (ITB) Response

Bids and pricing information shall be typewritten or handwritten in ink and shall be signed in ink. Originals and copies of the bid shall be submitted in accordance with the solicitation documents. Submitted bids must include this signature page with the ORIGINAL signature of an authorized representative of the submitting Contractor.

NO LIABILITY WILL BE ASSUMED BY THE IDAHO TRANSPORTATION DEPARTMENT FOR A CONTRACTOR'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS AND ANY PROPERLY ISSUED SOLICITATION ADDENDUMS IN A TIMELY MANNER FOR USE IN THE CONTRACTOR'S RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE CONTRACTOR TO CONSIDER THE TERMS, CONDITIONS, AND ANY ADDENDUMS IN THE CONTRACTOR'S RESPONSE TO THE SOLICITATION.

Send your bid package to:

Idaho Transportation Department

ATTN: Kirk Anderson

PO Box 7129

Boise, ID 83707-1129

OR

FedEx, UPS, or other Couriers:

Idaho Transportation Department

ATTN: Kirk Anderson

3311 W. State St.

Boise, ID 83703

This ITB response is submitted in accordance with all documents and provisions of the specified Bid Number and Title detailed below. By my signature below I accept the CONTRACT TERMS AND CONDITIONS and the SOLICITATION INSTRUCTIONS TO CONTRACTORS in effect at the time this ITB was issued, as incorporated by reference into this solicitation. As the undersigned I certify I am authorized to sign and submit this ITB response for the Bidder. I further acknowledge I am responsible for reviewing and acknowledging any addendums that have been issued for this solicitation.

Bid Number: _____ Bid Title: _____

Bidder (Company Name): _____

ADDRESS: _____

CITY, ST, ZIP: _____

PHONE: _____ FAX: _____ EMAIL: _____

PUBLIC WORKS LICENSE NO (if applicable): _____ FEIN/SSN: _____

THIS SIGNATURE PAGE MUST BE SIGNED WITH AN ORIGINAL HANDWRITTEN SIGNATURE (PREFERABLY IN BLUE INK) AND RETURNED WITH YOUR BID FOR YOUR BID TO BE CONSIDERED.

Original Handwritten Signature (in ink)

Date

Printed Name

Title